INDIANA VEHICLE RETAIL INSTALLMENT CONTRACT

DATE

11/28/2014

INDIANA VENIOLE RETAIL MOTALLIMENT CONTRACT	-/··-
Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) STEVE R PFEIFER 11649 SOLOMONS CT Fishers, IN 46037 HAMILTON N/A	SELLER/CREDITOR (Seller Name and Address) ANDY MOHR FORD INC. 2713 EAST MAIN STREET PLAINFIELD, IN 46168
You the Ruyer (and Co-Ruyer if any) may buy the vehicle described	in this contract for cash or on credit. The cash price is shown on

Page 2 as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract.

ASSESSED NO. 100 PROPERTY.	FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL	FINANCE	Amount	Total of	Total Sale Price The total cost of your purchase on credit, including your downpayment	
PERCENTAGE	CHARGE	Financed	Payments		
RATE The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments		
				of \$ <u>0.00</u>	
6.90 %	\$6,828.75	\$30,049.65	\$36,878.40	\$36,878.40	
Your Payment Schedule will be:					

1-800-727-7000



Number of Payments	Amount of Payments	When Payments are Due ☑ Monthly ☐ Semi-Annually	☐ Annually
72	\$ 512.20	Starting: 01/12/2015	

www.fordcredit.com

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late.

The charge is \$18.50

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE LATE CHARGE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5% of the late amount or \$50.00, whichever is less.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0.____N/A per mile for each mile in excess of _ , miles shown on the odometer.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

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Page 1 of 7

	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purch
New	10	2015 Ford	Escape	1FMCU0F70FUA76191	Personal Agricultural Commercial
Tra	ade-in	2009 Mercedes-Benz Year and Make	\$\$ Gross	\$\frac{18,025.62}{\text{s Allowance}}\$ Amount Owing	
	(A) (A)	ITEMIZATIO	ON OF AMOUNT F	INANCED	
I. Cash P	rice			\$	<u>25,278.00</u> (1)
2. Down P					
		signed to Creditor		\$	N/A
					8,000.00
Manuf. R	_			\$	500.00
Trade-i				\$\$	
				\$	
				\$	
(i) for	license, title & re	egistration fees \$41.2	<u>25</u> ;		
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purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

A SHOW	
Buyer Signs	

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INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit Life	N/A	\	\$N/A	N/A	
		Insurance Company		Insured	(s)
	You want Credit L	ife Insurance.			
	В	N/A	В	N/A	
	Buyer Signs		Co-Buy	yer Signs	
Credit	NU		\$ N/A	N/A	
Disability	-	N/A Insurance Company		N/A Insured(s)	
		You want Credit Disability Insurance.		• • • • • • • • • • • • • • • • • • • •	
	С	N/A	С	N/A	
	Buyer Signs		Co-Buy	yer Signs	
Other	Coverage	Insu	rance Company	Premium	Term in Months
Optional nsurance	N/A		N/A	N/A	N/A
	N/A		N/A	N/A	N/A
	You want the option	onal insurance fo	r which premiums are	included above.	
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ADDITIONAL AGREEMENTS

- A. Payments: You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.
- **B.** Balloon Payment Contracts: If your last installment payment under this contract is a balloon payment, you may handle the last installment payment in one of three ways.

First, you may pay all that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the lower of the APR contained in this contract or the maximum APR permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment shall be the same as in this contract. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell the vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

- **C.** Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repairs of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:
- (i) replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;
- (ii) repair all mechanical defects;
- (iii) repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior rips, stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the creditor.

- **D. Security Interest:** You give the creditor a security interest in:
 - 1. The vehicle and all parts or other goods put on the vehicle;
 - 2. All money or goods received for the vehicle; and
 - 3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

- E. Use of Vehicle Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.
- F. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

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- G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.
- H. Returned Check Charge: You agree to pay a returned check charge of \$25.00 for each check, draft, or other order of payment that is dishonored for any reason.
- I. Default: You will be in default if:
 - 1. You do not make a payment when it is due; or
 - 2. You gave false or misleading information on your credit application relating to this contract; or
 - 3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
 - 4. You file a bankruptcy petition or one is filed against you; or
 - 5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

- J. Repossession: If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in the vehicle when repossessed and hold them for you.
- K. Your Right To Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.
- L. Disposition of Motor Vehicle: If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.
- M. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.
- N. Consumer Reports: You authorize the Assignee to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.
- O. Servicing and Collection: You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.
- P. Applicable Law: You agree that this contract will be governed by the laws of the state of Indiana.
- Q. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to QI Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

R. Electronic Records and Signatures and Conversion to Paper: You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

There will be one authoritative copy of this contract. It will be the electronic copy in a document management system the Creditor designates for storing it.

The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on

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READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY **ARBITRATION**

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and (5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-778-7879 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.

Any char	ge in this contract mus	t be in writing and signed by you	and the Cr	editor.	
Buyer Signs	E (M)	Co-Buyer Signs	E	N/A	
DEST	WRITE THE PARTY OF	FTC NOTICES		th revenue of the state of	

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guia para compradors de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE

ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA. *Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

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The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract that you sign.

Buyer (and Co-Buyer) acknowledge that (i) before electronically signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in paper copy of this contract and (ii) at the time of electronically signing this contract, Buyer (and Co-Buyer) received a true and completely filled in paper copy of this contract.

F Short		F	N/A		
Buyer Signs		Co-Buyer S	Signs		
Seller ANDY MOHR FOR	RD INC.	By G SCA	Title Finance Manager		
THIS CONTRACT	IS NOT VALID	UNTIL YOU AND SELLER	SIGN IT.		
"Guarantor" guarantees contract, each person w liable for the whole amo liable even if the Credito gives a release in full or	the payment of this of the signs as a guarar unt owed even if one or does one or more of in part to any of the o	contract. This means that if the Buyentor will pay it when asked. Each Guillor more other persons also signs the following: (a) gives the Buyer in	on credit, each person who signs below as a er fails to pay any money that is owed on this arantor who signs below agrees that he will be is Guaranty. Each Guarantor also agrees to be more time to pay one or more payments, or (b security. Each Guarantor also states that he has actronically signing.		
Guarantor	N/A	Address	N/A		
Guarantor	N/A	Address	N/A		
ASSIGNMENT					
Seller will assign this contract electronically to <u>Ford Motor Credit Company LLC</u> ("Assignee"). That Assignee will then have all the Seller's rights, privileges, and remedies. To contact Assignee about this contract, call <u>1-800-727-7000</u> , or visit their website at <u>www.fordcredit.com</u> .					
Seller ANDY MOHR FOR	D INC.	ву <u>Н</u> & Д	Title Finance Manager		

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STATE OF INDIANA



CERTIFICATE OF TITLE FOR A VEHICLE

MAKE FORD MODEL NAME **ESCAPE**

YEAR 2015

VIN 1FMCU0F70FUA76191

TITLE TYPE NORMAL

FORMER TITLE/STATE PURCHASE DATE C OF O/IN

11/28/14

BODY TYPE

BRAND(S)

4W

OWNER(S) NAME

USAGE TAX PAID

ISSUE DATE

\$1,123.78

12/08/14

STEPHEN R PFEIFER 11649 SOLOMONS CT FISHERS IN 460374220

ODOMETER/BRAND 000010/ACTUAL

MAILING ADDRESS

FORD MOTOR CREDIT CO PO BOX 105704 ATLANTA GA 303485704

SECOND LIENHOLDER

ADDITIONAL OWNER(S)

LIEN RELEASED BY:

THIRD LIENHOLDER

LIEN RELEASED BY:

X

PRINTED NAME:

POSITION:

DATE:___

FIRST LIENHOLDER

FORD MOTOR CREDIT CO PO BOX 105704 ATLANTA GA 303485704

LIEN RELEASED BY:

PRINTED NAME:

POSITION:

PRINTED NAME:

POSITION:

DATE:

DATE:

The Commissioner of the Bureau of Motor Vehicles, pursuant to the laws of the State of Indiang, certifies that the vehicle/watercraft has been duly titled and the owner of the described vehicle/watercraft is subject to the liens set forth.

INDIANA BUREAU OF MOTOR VEHICLES

Donald M. Snemls, Commissioner

F6766183

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS